

AMERICAN FLETCHER LEASING CORPORATION

111 Monument Circle, Suite 510 • Indianapolis, Indiana 46277 • 317 639-7106

Jim Donahue  
Assistant Secretary

October 3, 1983

3-279A080

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C.

RECORDATION NO. 14015-B  
FILED 1425  
OCT 6 1983 - 9 40 AM  
INTERSTATE COMMERCE COMMISSION

No.  
Date OCT 06 1983  
Fee \$ 10.00  
ICC Washington, D.C.

Dear Ms. Mergenovich:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. section 11303 are three original counterparts of an Equipment Schedule No. 1, dated September 19, 1983, which is a supplementary document to one certain Railroad Equipment Lease Agreement dated as of April 12, 1983, I.C.C. recordation number 14015-A, recorded on May 12, 1983 at 10:45 a.m.

A general description of the railroad equipment is set forth in Schedule A attached hereto and made a part hereof.

The names and addresses of the parties to the enclosed document are:

Lessee: Bangor and Aroostook Railroad Company  
Northern Maine Junction Park  
R. R. 2  
Bangor, Maine 04401

Lessor: American Fletcher Leasing Corporation  
111 Monument Circle, Suite 510  
Indianapolis, Indiana 46277

Kindly return two stamped copies of the enclosed document to James F. Donahue III, Esquire, American Fletcher Leasing Corporation, 111 Monument Circle, Suite 510, Indianapolis, Indiana 46277.

Also enclosed is a check in the amount of \$10.00 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Sincerely yours,

  
Jim Donahue

JFD/psp  
7309D

Enclosures

RECEIVED  
OCT 6 9 42 AM '83  
I.C.C.  
FEE OPERATION BR.

Schedule A  
to the  
Equipment Schedule No. 1  
to the  
Railroad Equipment Lease Agreement  
dated as of April 12, 1983  
between  
American Fletcher Leasing Corporation ("Lessor")  
and  
Bangor and Aroostook Railroad Company ("Lessee")

DESCRIPTION OF UNITS

NUMBER OF  
UNITS

DESCRIPTION

30

Railroad boxcars marked and numbered  
as follows:

BAR 8850-8879 inclusive

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/6/83

OFFICE OF THE SECRETARY

**James F. Donahue, III, Esq.**  
**American Fletcher Leasing Corp.**  
**111 Monument Circle, Suite 510**  
**Indianapolis, Indiana 46277**

Dear  
**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/6/83** at **9:50am**, and assigned re-recording number(s). **14015-B**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 14015-B  
Filed 1426

OCT 6 1983 9 20 AM

INTERSTATE COMMERCE COMMISSION

Equipment Schedule No. 1  
to the

(page 1 of 2)

Railroad Equipment Lease Agreement  
dated as of April 12, 1983

between

American Fletcher Leasing Corporation ("Lessor")  
and

Bangor and Aroostook Railroad Company ("Lessee")

Dated: September 19, 19 83

The following provisions are hereby incorporated by reference into, and constitute an integral part of, the above-described Railroad Equipment Lease Agreement (the "Lease"):

1. Description of the Units (see paragraph 1 of the Lease): the railroad boxcars described in Schedule A to this Equipment Schedule, purchased by Lessor pursuant to a Hulk Purchase Agreement, dated as of the date of the Lease (the "Hulk Purchase Agreement"), between Lessor and Lessee and reconditioned pursuant to a Reconstruction Agreement, dated as of the date of the Lease (the "Reconstruction Agreement"), between Lessor and Lessee, each of which has an estimated aggregate Purchase Price (as defined in the Hulk Purchase Agreement) and Reconstruction Cost (as defined in the Reconstruction Agreement) of Thirty Four Thousand One Hundred Seventeen Dollars (\$34,117.00).

2. Base Lease Commencement Date (see paragraph 2(a) of the Lease): January 1, 1984.

3. Facilities Charge (see paragraph 2(b) of the Lease): with respect to any Unit, an amount equal to the product of (i) 1/360th of (a) the annual interest rate that American Fletcher National Bank and Trust Company, Indianapolis, Indiana designates, from time to time, as its prime rate plus (b) one percent (1.0%) times (ii) the Purchase Price for such Unit times (iii) the number of days elapsed from and including the date of payment for such Unit pursuant to the Hulk Purchase Agreement to but excluding the date of acceptance of such Unit by Lessee under the Lease (as confirmed by a Certificate of Acceptance).

4. Interim Rent (see paragraph 2(b) of the Lease): with respect to any Unit, an amount equal to the product of (i) 1/360th of (a) the annual interest rate that American Fletcher National Bank and Trust Company, Indianapolis, Indiana designates, from time to time, as its prime rate plus (b) one percent (1.0%) times (ii) the aggregate of the Purchase Price and the Reconstruction Cost for such Unit, times (iii) the number of days elapsed from and including the date of acceptance of such Unit by Lessee under the Lease (as confirmed by a Certificate of Acceptance) to but excluding the Base Lease Commencement Date.

Equipment Schedule No. 1

(page 2 of 2)

to the  
Railroad Equipment Lease Agreement  
dated as of April 12, 1983

between

American Fletcher Leasing Corporation ("Lessor")

and

Bangor and Aroostook Railroad Company ("Lessee")

5. Basic Rent Factor (see paragraph 2(b) of the Lease): 3.20105% of the aggregate of the Purchase Price and the Reconstruction Cost of all of the Units.

6. First Basic Rent Date (see paragraph 2(b) of the Lease): the Base Lease Commencement Date.

7. Stipulated Loss Value of a Unit (see paragraph 10(a) of the Lease): an amount determined as specified in Exhibit A hereto.

Capitalized terms used in this Equipment Schedule and not otherwise defined herein shall have the respective meanings specified in the Lease.

This Equipment Schedule is hereby accepted by:

American Fletcher Leasing Corporation ("Lessor")

By

*E. J. Sullivan, Vice President*

(Corporate Seal)

Attest:

*James F. Donahue*

Title:

*Asst Sec*

Bangor and Aroostook Railroad Company ("Lessee")

By

*Carol B. Bly*

Vice President-Finance

(Corporate Seal)

Attest:

*Richard B. Gray*

Title:

*Assistant Clerk*

ACKNOWLEDGMENTS

STATE OF INDIANA       )  
                              )  
COUNTY OF MARION     )    ss:

The foregoing instrument was acknowledged before me this 23rd  
day of September, by E. Lowell Dinins  
of American Fletcher Leasing Corporation on behalf of the corporation.

Kathy R. Stull  
Notary Public

My commission expires: September 6, 1986

STATE OF MAINE       )  
                              )  
COUNTY OF PENOBSCOT   )    ss:

The foregoing instrument was acknowledged before me this 19th  
day of September 1983, by Owen H. Bridgham of Bangor and  
Aroostook Railroad Company, a Maine corporation, on behalf of the corporation.

[Signature]  
Notary Public

My commission expires: June 25, 1985

Schedule A  
to the  
Equipment Schedule No. 1  
to the  
Railroad Equipment Lease Agreement  
dated as of April 12, 1983  
between  
American Fletcher Leasing Corporation ("Lessor")  
and  
Bangor and Aroostook Railroad Company ("Lessee")

DESCRIPTION OF UNITS

NUMBER OF  
UNITS

DESCRIPTION

30

Railroad boxcars marked and numbered  
as follows:

BAR 8850-8879 inclusive

Exhibit A  
to the  
Equipment Schedule No. 1  
dated as of  
April 12, 1983

(page 1 of 2)

STIPULATED LOSS VALUE

The Stipulated Loss Value of a Unit, as of the date of Total Loss (as defined in paragraph 10(a) of the Lease) of such Unit, shall be an amount determined by multiplying the aggregate of the Purchase Price (as defined by reference in the Equipment Schedule) and the Reconstruction Cost (as defined by reference in the Equipment Schedule) for such Unit by the applicable percentage set forth below with respect to the period in which such Total Loss occurs:

<u>Interim Period or Quarterly Period</u>	<u>Percentage of Cost</u>
Interim Period	104.00
1	103.82
2	103.64
3	103.46
4	103.29
5	103.05
6	102.83
7	102.61
8	102.39
9	102.17
10	99.41

\* The Interim Period shall commence on the date of delivery of such Unit pursuant to the Lease and shall extend to but not include the Base Lease Commencement Date. The first quarterly period shall commence on the Base Lease Commencement Date and shall extend to, and shall include, the first quarter-anniversary of the Base Lease Commencement Date (i.e., the same numerical date in the third ensuing month); the second (and each subsequent) quarterly period shall commence on the day after such first (or next subsequent) quarter-anniversary and shall extend to, and shall include, the second (or next subsequent) quarter-anniversary of such date.



<u>Interim Period or Quarterly Period</u>	<u>Percentage of Cost</u>
11	99.33
12	99.16
13	98.87
14	95.67
15	95.16
16	94.53
17	93.77
18	90.11
19	89.12
20	88.01
21	86.90
22	82.96
23	81.77
24	80.54
25	79.30
26	78.03
27	76.71
28	75.34
29	73.97
30	72.55
31	71.09
32	69.58
33	68.05
34	66.48
35	64.85
36	63.18
37	61.49
38	59.75
39	57.95
40	56.10
41	54.23
42	52.30
43	50.31
44	48.26
45	46.19
46	44.06
47	41.87
48	39.61
49	37.33
50	34.98
51	32.57
52	30.09
53	27.57
54	24.98
55	22.32
56	20.00
57	20.00
58	20.00
59	20.00
60	20.00
Thereafter	20.00